NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

First Amendment To Surface Lease Agreement

THE STATE OF TEXAS

COUNTY OF TARRANT

WHEREAS, THE LACY BOGGESS TRUST, BANK ONE, N.A. AND LACY BOGGESS, JR., CO-TRUSTEES and SHARON ANN MCCULLOUCH-WELLS (collectively, "Original Lessors"), as lessors, and HOLLIS R. SULLIVAN, INC. ("Original Lessee"), as lessee, entered into an Oil and Gas Lease dated May 1, 2001, a Memorandum of such lease being recorded in Volume 14938, page 178. Real Property Records, Tarrant County, Texas, covering 84.03 acres, more or less, out of the Memphis, El Paso and Pacific R. R. Company Survey, Abstract No. 1130, Tarrant County Texas, being described by metes and bounds in the Memorandum of Oil and Gas Lease (the "Oil and Gas Lease").

WHEREAS, Original Lessors and Original Lessee also entered into a SURFACE LEASE AGREEMENT (the "Surface Lease") effective March 31, 2003, covering a portion of the 84.03 acres of land located in Tarrant County, Texas, covered by the Oil and Gas Lease and more particularly described in Exhibit A of the Surface Lease. The Surface Lease is referenced in a Memorandum of Surface Lease Agreement effective March 31, 2003, executed by Lessors and Original Lessee which was filed in the Office of the Tarrant County Clerk on July 30, 2004, as Instrument No. D204236457.

WHEREAS, ENCANA OIL & GAS (USA) INC. ("ENCANA") has succeeded to all rights, title and interests of Original Lessee in, to and under the Oil and Gas Lease and the Surface Lease.

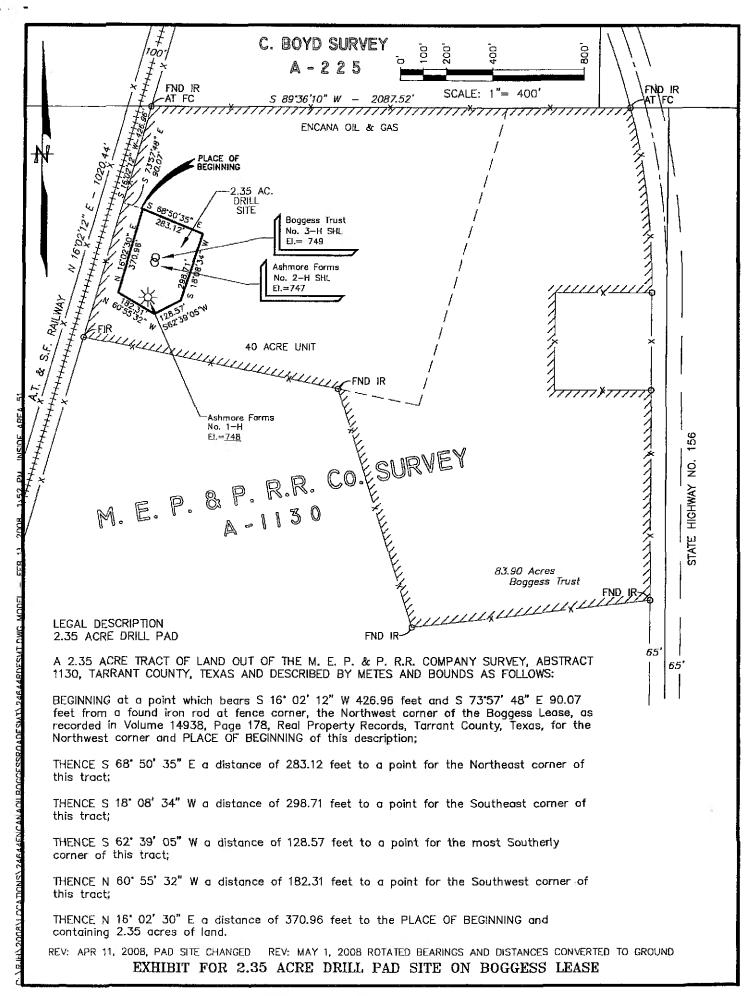
WHEREAS, the Original Lessors have conveyed certain surface rights under the Surface Lease to Fred Joyce.

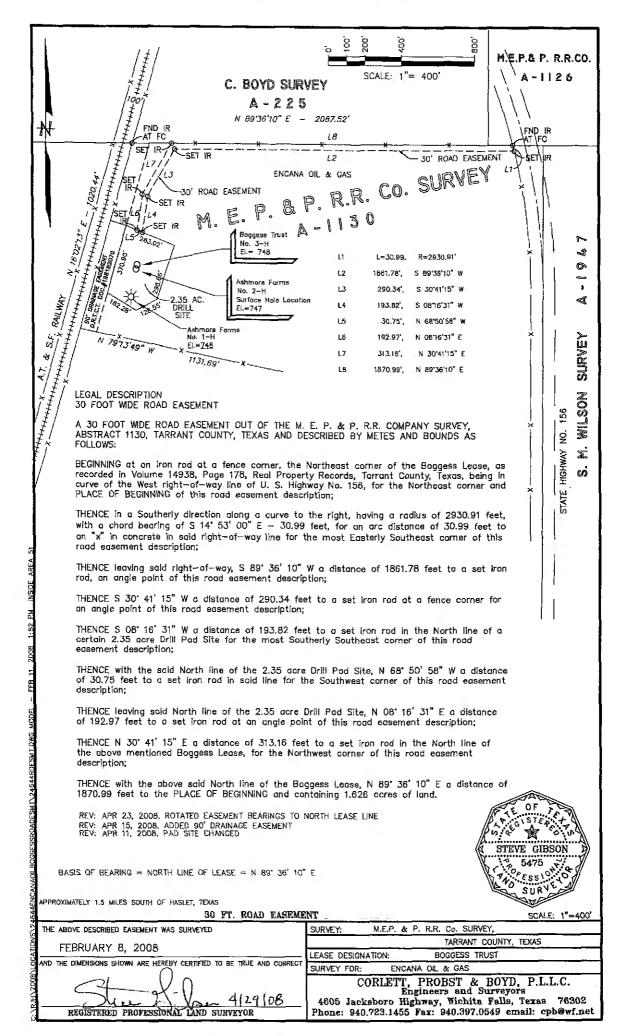
WHEREAS, Fred Joyce and ENCANA desire to amend the description of lands covered by the Surface Lease and to amend the Surface Lease to allow the surface of the lands covered by the Surface Lease to also be used by ENCANA for exploration, drilling, completing, re-completing and operating of wells under the Oil and Gas Lease.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Fred Joyce and ENCANA hereby agree as follows:

- 1. That the Exhibit A attached hereto is substituted for the Exhibit A attached to the Surface Lease.
- 2. That the lands described in Exhibit A of the Surface Lease may also be used by ENCANA for exploration, drilling, completing, re-completing and operating of wells under the Oil and Gas Lease.

EXECUTED and effective this / day of May, 2008.	
FRED JOYCE	ENCANA OIL & GAS (USA) INC., a Delaware corporation
	By: Mark A. VIRANT Title: ATTORNEY- IN- FACT MY
THE STATE OF Jevas	
This instrument was acknowledged before me this 4th day of May, by Fred Joyce.	
JANYTH D. BURROW Notary Public, State of Texas My Commission Expires October 26, 2009	Notary Public, State of TEVAS
THE STATE OF TEXAS COUNTY OF DALLAS	
This instrument was acknowledge 2008, by MARK A. VIRANT OIL & GAS (USA) INC., a Delaware co	as ATTORNEY-IN-FACT OF ENCANA reporation, on behalf of said corporation.
Palous Ann Jones Ann Jones Ann Jones (An 4/5-0.9)	Notary Public, State of TEXAS







ENCANA OIL & GAS (USA) INC 14001 N DALLAS PKWY #1000

DALLAS

TX 75240

Submitter: JOHN DAVIS

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

\$28.00

Filed For Registration: 05/14/2008 12:12 PM
Instrument #: D208178891

A 5 PGS

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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